

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

BIONPHARMA INC.	)	
	)	
Plaintiff,	)	Civil Action No. 1:21-10656-JGK
	)	
v.	)	<b>STIPULATION</b>
	)	<b>AND [PROPOSED] ORDER</b>
CORERX, INC.,	)	
	)	
Defendant.	)	
	)	

Subject to the Court’s approval, plaintiff Bionpharma Inc. ( “Bionpharma”) and defendant CoreRx, Inc. (“ “CoreRx”) stipulate and agree as follows:

Whereas, at a telephonic hearing held before the Court on December 14, 2021, the Court heard arguments regarding plaintiff’s request for a temporary restraining order (Dkt. 8-15);

Whereas, at the direction of the Court the parties have met and conferred regarding the scope of potential restraints as requested by plaintiff (Dkt. 8);

Whereas, the parties also discussed a briefing schedule with respect to plaintiff’s motion for a preliminary injunction; and

Whereas the parties have reached an agreement as to a briefing schedule as well as the scope of agreed-upon stand still to preserve the *status quo* pending resolution of plaintiff’s motion for a preliminary injunction;

Now therefore, subject to the Court’s approval, the parties stipulate and agree as follows:

1. CoreRx shall file and serve its opposition to Bionpharma’s motion for a preliminary injunction by December 29, 2021;
2. Bionpharma shall file and serve its reply by January 6, 2021.

3. The Court will hear argument on the motion on January 18, 2022, commencing at 10<sup>30</sup> AM. The parties will present evidence by affidavit or declaration, without live testimony.

4. Pending further order of the Court or agreement of the parties, CoreRx agrees that it (a) will by December 20, 2021, furnish to Bionpharma a list of the quantity of all materials required to manufacture the Product (as defined in the Complaint) in CoreRx's possession, including all materials physically present at CoreRx, in transit to CoreRx, or ordered by CoreRx pending fulfillment, provided that this list need not include commodity materials that are not specific to the Product that are on hand at CoreRx, (b) will preserve and maintain the availability of all materials, equipment, and facilities currently on hand as of December 14, 2021—including all materials physically present at CoreRx, in transit to CoreRx, or ordered by CoreRx pending fulfillment—required for it to manufacture the Product, and (c) will not take any action that would incapacitate its manufacturing capabilities as they existed as of December 14, 2021. Notwithstanding the foregoing, if Bionpharma requests in writing that CoreRx release or transfer materials required to manufacture the Product to Bionpharma or its designee to facilitate the transfer of manufacturing, CoreRx agrees that it will comply with such request and Bionpharma agrees that it shall promptly reimburse CoreRx for CoreRx's documented cost of any such material, and that such transfer shall reduce the quantity of materials to be maintained by CoreRx in kind.

[signatures on following page]

HOLLAND & KNIGHT LLP

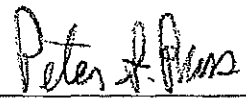
Attorneys for Plaintiff,  
Bionpharma Inc.

By:   
CHARLES A. WEISS

DATED: December 15, 2021

BUCHANAN INGERSOLL & ROONEY PC

Attorneys for Defendant,  
CoreRx, Inc.

By:  (by C. Weiss with permission)  
PETER S. RUSS

DATED: December 15, 2021

SO ORDERED:

  
\_\_\_\_\_  
JOHN G. KOELTL, U.S.D.J.  
12/15/21